

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THORPE PRODUCTS MIDWEST, LLC		07/20/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A. as Collateral Agent		
Street Address:	712 Main Street		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3920379	IDS INTEGRATED DISTRIBUTION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	7132233717		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7132261200		
Email:	dvara@lockelord.com		
Correspondent Name:	LOCKE LORD LLP		
Address Line 1:	600 Travis		
Address Line 2:	Suite 2800		
Address Line 4:	Houston, TEXAS 77002-3095		
ATTORNEY DOCKET NUMBER:	0007002-04354		
NAME OF SUBMITTER:	Danny Vara		
Signature:	/Danny Vara/		

CH \$40.00 3920379

Date:

07/27/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of July 20, 2012, by and between **THORPE PRODUCTS MIDWEST, LLC**, a Texas limited liability company ("Grantor"), and **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, in its capacity as Collateral Agent (in such capacity, the "Secured Party") under that certain Collateral Agency Agreement (the "Collateral Agency Agreement") dated concurrently herewith executed by and among Secured Party, DISTRIBUTION INTERNATIONAL, INC., a Delaware corporation, THORPE PRODUCTS COMPANY, a Texas corporation, 0943899 B.C. LTD., a company incorporated under the Business Corporations Act of the Province of British Columbia, JPMorgan Chase Bank, N.A., as Administrative Agent under the U.S. Credit Agreement (hereinafter defined), and JPMorgan Chase Bank, N.A., Toronto Branch, as Administrative Agent under the Canadian Credit Agreement (hereinafter defined).

RECITALS

WHEREAS, pursuant to that certain Credit Agreement (as amended, modified, extended, renewed or replaced from time to time, the "U.S. Credit Agreement") dated concurrently herewith among DISTRIBUTION INTERNATIONAL, INC., a Delaware corporation, and THORPE PRODUCTS COMPANY, a Texas corporation, certain lenders therein named (collectively, the "U.S. Lenders") and JPMorgan Chase Bank, National Association, as Administrative Agent, the U.S. Lenders have agreed to make loans and issue letters of credit upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to that certain Credit Agreement (as amended, modified, extended, renewed or replaced from time to time, the "Canadian Credit Agreement") dated concurrently herewith among 0943899 B.C. LTD., a company incorporated under the Business Corporations Act of the Province of British Columbia, certain lenders therein named (collectively, the "Canadian Lenders") and JPMorgan Chase Bank, N.A., Toronto Branch, as Administrative Agent, the Canadian Lenders have agreed to make loans and issue letters of credit upon the terms and subject to the conditions set forth therein;

WHEREAS, it is a condition precedent to the effectiveness of the U.S. Credit Agreement and the Canadian Credit Agreement (collectively, the "Credit Agreements") and the obligations of the U.S. Lenders and the Canadian Lenders (collectively, the "Lenders") to make their respective loans and to issue letters of credit under the Credit Agreements that the Grantor shall have executed and delivered this Agreement to the Secured Party for the ratable benefit of the Creditors (as defined in the Collateral Agency Agreement); and

WHEREAS, the Lenders are willing to make the financial accommodations as provided for in the Credit Agreements, but only upon the condition, among others, that Grantor (together with one or more affiliates of Grantor) shall have executed and delivered to Secured Party, for the benefit of the Lenders, that certain Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "Security Agreement"); and

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WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party, for the benefit of the Lenders, this Agreement;

WHEREAS, Grantor will receive direct or indirect benefits from the execution of, and performance of obligations under, this Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party agree as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in each of the Credit Agreements; provided that if any applicable term is defined only in the U.S. Credit Agreement, such term shall have the meaning ascribed to it in the U.S. Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

Notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include, and this Agreement shall not, at any time, constitute an assignment of, or a grant of a security interest in, any property that is, at such time, any Excluded Assets.

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Secured Party, the Lenders or any of them whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Secured Party, for the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark Collateral of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method (e.g. via email in portable document file format) of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

7. CONSTRUCTION. This Agreement is a Loan Document. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. CHOICE OF LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE

LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).

9. INCORPORATION OF CREDIT AGREEMENT PROVISIONS. Sections 9.09 and 9.10 of the U.S. Credit Agreement are hereby incorporated into this Agreement by reference and shall have the same force and effect as if expressly set forth herein.

10. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the lien and Security Interest granted to Secured Party pursuant to this Agreement and the exercise of any right or remedy by Secured Party hereunder are subject to the provisions of the Intercreditor and Subordination Agreement, dated as of July 20, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor and Subordination Agreement"), among Secured Party, JPMorgan Chase Bank, N.A. and JPMorgan Chase Bank, N.A., Toronto Branch, as First Lien Administrative Agents, the Second Lien Lenders (as defined therein), Chase Capital Corporation, as Collateral Agent under each of the Subordinated Credit Facilities Credit Agreements and the Credit Parties (as defined therein) from time to time a party thereto and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor and Subordination Agreement and this Agreement, the terms of the Intercreditor and Subordination Agreement shall govern and control.


11. This Agreement amends and restates in its entirety that certain Trademark Security Agreement dated as of May 1, 2012 executed by and between Grantor and JPMorgan Chase Bank, N.A., as Administrative Agent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

THORPE PRODUCTS MIDWEST, LLC,
a Texas limited liability company

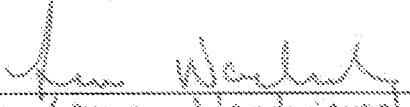
By:  _____
Douglas A. Waigaman, President
and Chief Executive Officer

[SIGNATURE PAGE TO THORPE MIDWEST TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004830 FRAME: 0536

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 
Name: Louise Woodward
Title: Officer

[SIGNATURE PAGE TO THORPE MIDWEST TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Jurisdiction	Mark	Owner	Serial No.	Filing Date	Reg. No.	Reg. Date
United States	IDS INTEGRATED DISTRIBUTION SERVICES	Thorpe Products Midwest, LLC	77703230	03/31/2009	3,920,379	02/15/2011

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Licenses of Trademarks

None.

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